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GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

May 8, 2013
Subject: **Island Falls**
Federal Project No: IB- 1681(930)E,
AC-STP-1951(500)E
State WIN's: 016819.30, 19515.00
Amendment No. 2

Dear Sir/Ms:

Make the following change to the Bid Document:

Pen & Ink Change – Delete Note # 40.

Remove and replace:

Contract, Agreement, Offer & Award (see attached).
Special Provision 107 (Contract Time) (Dated May 7, 2013).
Special Provision 304 – Aggregate Base & Sub-base (Dense Graded
Crushed Aggregate Sub-base w/Salvaged Course Bituminous Pavement)
(Dated May 7, 2013).

The following question has been received:

Question: Special Provision- Aggregate base and Subbase course: under the description it says that salvaged bituminous pavement shall be used for the top 3" of dense graded crushed aggregate subbase for the travel lanes. Under construction requirements it says that the depth of the salvaged pavement shall be 2" on main line and shoulders. Which is correct?

Response: 3" depth mainline and left shoulder, 6" right shoulder. Please see revised Special Provision 304 – Aggregate Base & Sub-base (Dense Graded Crushed Aggregate Sub-base w/Salvaged Course Bituminous Pavement).

Question: Due to size and complexity of the project we are struggling to get material and sub-contractor pricing. Will you extend the bid date to Wed May 15th to allow a standard 3 week bid window?

Response: Yes, please see amendment # 1.



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Question: Will trucks traveling southbound on I-95 delivering materials to the job be able to utilize crossovers with in the closed northbound section?

Response: Yes; however the southbound passing lane must be temporarily closed and the contractor must include this in their traffic control plan to the Department for review and approval. Further, all costs associated with the temporary closures (including all material, equipment and labor) shall be incidental to the contract.

Question: Will milling bridge decks be allowed to prepare for new wearing surface?

Response: Yes; however any unnecessary damage due to the milling operations (as determined by the Resident) shall be the responsibility of the contractor and final surface preparations shall be in conformance with applicable contract specifications.

Question: Will the department consider extending the contract to allow for surface placement in the spring of 2014, in lieu of fall of 2013-Oct 5th +/-? This would allow contractor more time during the 2013 construction season to complete earth and asphalt binder portions of the project. This would also extend the contractors warranty on the project until 2015, two complete winter (freeze/thaw) cycles on the project.

Response: Yes, please see revised Special Provision 107 (Contract Time) & Contract, Agreement, Offer & Award.

Question: Special provision 105, Limitations of operation, #8 states “ all guardrail, pipe rental items shall be completed in an area prior to the contractor commencing milling and paving in that area unless otherwise approved by the resident.” The environmental requirements then specify that in water work, specifically the pipe runs at Sta 656+00 and 818+64 cannot commence until 7/15.

Response: All drainage work shall be in conformance with Special Provision Section 105 General Scope of Work (Environmental Requirements), Special Provision Section 656 Temporary Soil Erosion and Water Pollution Control and all other application sections of the contact bid documents. The Department will allow other work items to be accomplished prior to drainage work at Stations 656+00, 818+64 and 188+90 upon review and approval (by the Resident) of how the work will be accomplished without damage to work already accomplished in the affected area.

Question: General Notes #24 also states “all guardrail, pipe rental items shall be completed in an area prior to the contractor commencing milling and paving in that area unless otherwise approved by the resident.” Are these stipulations intended for the mill and fill section of the contract only?

Response: Yes

Question: How do these requirements affect the full closure of the work area?

Response: In reference to General Note #24, they do not.

Question: General notes #43 states “interstate crossovers may be used by the contractor at the discretions of the Department only.” This statement conflicts with Special provision 652 Maintenance of traffic which states “ crossovers are not to be used by the contractor at any time” Please clarify whether or not cross overs can be used by the contractor and under what conditions.

Response: Please see answer above

Question: Special Provision 105, Control of Work, discusses contracts to be completed within and adjacent to the limits of the I-95 Contract.
Please provide a list of these contracts.

Response: Bridge Scour Projects # 19322.00 & # 19323.00, I-95 (NB/SB) Island Falls - Mattawamkeag Stream Bridge(s). Further contact information can/will be provided once Project is awarded.

Question: Does MDOT have any estimated quantities for the temporary Soil Erosion and Water Pollution Control? If so Would MDOT consider adding the related bid items to the schedule of items?

Response: The erosion control philosophy changed many years ago with the contractor being responsible for temporary measures and the department becoming responsible once the permanent measures are in place. Temporary quantities are not estimated since they are highly dependent on the contractor's approach to the work and would be unique to each bidder. Individual items will not be supplied.

Question: Is it the intent of the full depth reconstruction to hit a precise grade below the 33” of dense graded Aggregate, RAP, and New Pavement? If so are any existing grades available so that high and low areas may be taken into account for the quantities of Common Excavation and Dense Graded Aggregate?

Response: It is unclear what is meant by “full depth reconstruction”; however assuming we are talking about work between Sta. 923+00 to 928+50 it is the intent to remove the existing pavement section 9” +/- and 24” +/- of existing aggregate material, prepare/grade subgrade to drain and replace with dense graded, rap and hot mix asphalt as per typical section for “reconstruction at grade” and or as directed/approved by the Resident. It is anticipated that the method of measurement for common excavation and dense graded aggregate will be measured in place or as agreed to by the Resident and the contractor.

Question: The construction notes for item 304.13 Dense graded Aggregated Surface state that this item will be full compensation for the full width removal of +/- 9” of pavement from 564+00 to 930+00 with a milling machine as well as the placement RAP and dense graded crushed aggregate surface. Will the entire quantities of millings from the milling

of the 9" of removal be available for the proposed 3" of RAP required per Special Provision 304 Aggregate base and Sub base course?

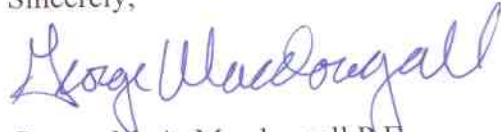
Response: Yes

Question: General note #40 states that the contractor will be allowed to keep 25% of the millings generated by work associated with 202 or 304 items. How the contractor should interrupt this statement? Will the contractor; A. Get 25% of the excess of the total quantity of millings from the project? B. Get "X" TNS to complete the project and keep 25% of the excess volume? Or C. Use "X" TNS required to build the project with excess becoming property of the MDOT?

Response: D. – See revised Special Provision 304. The contractor will retain all excess millings.

Consider this change and information prior to submitting your bid on May 15, 2013.

Sincerely,



George M. A. Macdougall P.E.
Contracts & Specifications Engineer

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN Nos. 16819.30 & 19515.00, for the Roadway Rehabilitation, Pavement Milling, Hot Mix Asphalt Overlay, Bridge Work, Median Guardrail Installation, with Drainage and Safe4ty Improvements in the towns of Island Falls, Dyer Brook, and Oakfield, County of Aroostook, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 14, 2014.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN Nos. 16819.30 & 19515.00, for the Roadway Rehabilitation, Pavement Milling, Hot Mix Asphalt Overlay, Bridge Work, Median Guardrail Installation, with Drainage and Safety Improvements in the towns of Island Falls, Dyer Brook, and Oakfield, County of Aroostook,** State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

Special Provision
Section 107
Prosecution and Progress
(Contract Time)

1. The contractor will be allowed to commence work anytime after the award of the contract provided that all applicable plans required under this contract have been submitted and approved and a preconstruction meeting has been held.
2. The completion date for this contract is June 14, 2014.
3. The Interstate will be open to free flowing traffic by November 2, 2014. For every calendar day past this date that the requirements listed in Note #4 are not met, the contractor will be charged 2 times the amount of liquidated damages.
4. To be considered free flowing, all work in the mill & fill section (approximately 930+00 to 185+54) will be completed in its' entirety. All work in the rehabilitation section (approximately 564+00 to 930+00) must be completed except: surface pavement, rumble strip, grooving for striping, final striping, and fog seal. If utilizing the winter shutdown option, the Contractor will place two coats of all stripes in the rehabilitation area prior to opening to traffic. This striping will be considered incidental.
5. All work accomplished in 2014 will be with lane closures (detour not utilized)
6. For every weekday not worked once operations commence (excluding winter suspension), the contractor will be charged supplemental liquidated damages per standard specification 107.7.2 (excluding days lost to inclement weather).

SPECIAL PROVISION
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE
(Dense Graded Crushed Aggregate Subbase with Salvaged Bituminous Pavement)

Description This work shall consist of manufacturing, placing, grading and compacting of dense graded crushed aggregate sub-base and the removal, salvaging and reuse of existing pavement within the approximate limits of **564+/-00 to 930+/-00** and as per plans and construction notes. The existing bituminous pavement will be removed with a milling machine. The salvaged bituminous pavement shall be used for the top **3 inches** of dense graded crushed aggregate subbase for the travel lanes. The depth of salvaged bituminous pavement to be used as the top layer in shoulder areas will be as shown on the typical sections. The maximum lift thickness for any salvaged pavement layer placed shall not exceed **3 inches**.

In transition areas identified in the contract where the total depth of dense graded crushed material is less than 6 inches, the Contractor shall utilize materials meeting 703.12 - Crushed Stone Surface. This material will be paid under 304.13.

MATERIALS

Dense graded crushed aggregate sub-base may be manufactured from ledge or natural aggregates and shall be obtained from a source approved by the Resident. When tested by the Los Angeles wear test, the percent loss shall not exceed 25. The material will be tested before being used and retested at intervals of approximately 25%, 50%, and 75% completion of the course.

At least 50 percent by weight of the material coarser than the No. 4 sieve shall have at least one fractured face as tested by ASTM D5821.

The material shall meet the grading requirements of the following table:

| Sieve Designation | Percentage by Weight Passing Square Mesh Sieves |
|-------------------|--|
| 3 ½ inch | 100 |
| 3 inch | 90-100 |
| 2 inch | 75-100 |
| 1 inch | 50-80 |
| ½ inch | 30-60 |
| No. 4 | 15-40 |
| No. 200 | 0-6.0 |

CONSTRUCTION REQUIREMENTS

The existing pavement shall all be removed, processed (crushed or screened) so that 100% of the material will pass a 1 inch square mesh screen. The salvaged pavement shall be stockpiled at an approved site for later reuse as the final layer of dense graded crushed aggregate subbase in the mainline and shoulders as shown on the typical sections.

Traffic, including construction traffic, will not be allowed on the dense graded crushed aggregate subbase (natural aggregate or ledge options) within the traveled way width until the salvaged bituminous pavement has been placed.

Placing, Shaping and Compacting The maximum compacted thickness of any dense graded crushed aggregate subbase course layer shall not exceed 12 inches. Fine grading of the lower layer will not be required. Each layer of dense graded crushed aggregate shall be placed over the full width of the section except, the Resident may authorize the Contractor to place less than full width layers, when existing traffic or other conditions restrict operations over the full width of the section. When the Contractor places material to complete the full width, the exposed edge of the previously placed dense graded crushed aggregate shall have all contamination removed before additional dense graded crushed aggregate is placed adjacent to it.

The surface of the dense graded crushed aggregate subbase shall be fine graded to $\pm \frac{3}{4}$ inch and compacted prior to placing the layer of salvaged pavement. Compaction of the dense graded crushed aggregate subbase shall be as described below. Placing, shaping, compacting and surface tolerance for the salvaged bituminous pavement shall be in accordance with the Standard Specifications, except that compaction shall be obtained by a 10 ton vibratory roller aided by addition of water.

Testing and Monitoring Plan The Contractor shall operate in accordance with an approved Testing and Monitoring Plan (TMP) to assure a final product meeting the contract requirements. The TMP shall meet the requirements of this Section. The Contractor shall not begin the dense graded crushed aggregate subbase placement until the Department approves the TMP in writing.

The TMP shall address any items that affect the quality of the dense graded crushed aggregate compaction process including, but not limited to, the following:

- a. Make and type of rollers including weight, weight per inch of steel wheels, and average contact pressure for pneumatic tired rollers if used.
- b. Methods of monitoring compaction efforts.
- c. Methods for any necessary corrective action.
- d. Examples of TMP and logbook forms.
- e. Method for calibration/verification of density gauge.

The Project Superintendent shall be named in the TMP, and the responsibilities for successful implementation of the TMP shall be outlined.

The Contractor shall test in accordance with the following procedures and minimum frequencies:

MINIMUM TMP FREQUENCIES

| Test or Action | Frequency | Test Method |
|----------------|----------------------|--------------|
| Density | 1 per 1000 ft / lane | AASHTO T 310 |

The Contractor shall submit TMP reports and summaries in writing, signed by the appropriate technician, and present them to the Department's onsite representative by 1:00 P.M. on the next working day, except when otherwise noted in the TMP due to local restrictions. The Contractor shall make all test results, including randomly sampled densities, available to the Department onsite.

Establishment of Test Strip The Contractor shall construct a test strip at a location approved by the Resident. The test strip shall be full lane-width and at least 300 feet in length. The Contractor and the Department shall work cooperatively to determine the test strip density and optimum moisture. The Contractor shall add water until it is determined that optimum moisture has been obtained. The control section shall then be rolled using the specified compaction equipment until the Contractor and Department determine that four consecutive passes do not increase the dry density by more than 1 lb/ft³. Once the compaction process is complete, the Department will perform several additional density tests. The average of these tests shall be used to determine the target density of the control section. The number of passes for each roller shall be recorded and become part of the process control.

Following completion of the test strip, compaction of each layer of the material shall continue until a density of not less than 98% of the control section target density has been achieved for the full width and depth of the layer. During the construction and compaction of the dense graded crushed aggregate subbase, should three consecutive test results for density fail to meet a minimum of 95.0% of the target density, or exceed 102.0% of target density, a new test strip shall be constructed.

The Contractor shall cease placement and compaction operations whenever one of the following occurs:

- The Contractor fails to follow the approved TMP.
- The Contractor fails to achieve the specified density of 98 percent of the control section target density after corrective action has been taken.
- The finished product is visually segregated, unstable, or otherwise defective, as determined by the Resident.

Acceptance Acceptance density testing of the dense graded crushed aggregate subbase will be performed by the Department using the nuclear method. The dense graded crushed aggregate shall be compacted to a minimum of 98 percent of the control section target density.

ACCEPTANCE TEST FREQUENCY

| Property | Frequency | Test Method |
|------------------|----------------------|--------------|
| In-place Density | 1 per 2000 ft / lane | AASHTO T 310 |

Method of Measurement The removal, salvaging, stockpiling, and processing of existing bituminous pavement will be consider incidental to 304.13. The processing, placing, grading and compacting of existing bituminous pavement will be measured and paid for as item 304.13 Dense graded crushed aggregate sub-base.

Dense graded crushed aggregate subbase will be measured as provided in Section 304.06.

Basis of Payment Section 304.07 is amended by addition of the following: The cost of salvaging existing bituminous pavement will be considered incidental, with no additional allowances made, which will be full compensation for removing, temporarily stockpiling, processing and rehandling, if necessary. The contractor shall retain any remaining bituminous material not reused on the project in accordance with this Specification and the Typical Sections.

The reuse of salvage bituminous pavement will be measured and paid for under item 304.13.

The accepted quantity of dense graded crushed aggregate subbase will be paid for at the contract unit price per cubic yard complete in place.

Payment will be made under:

Pay Item

304.13 Dense Graded Crushed Aggregate Subbase

Pay Unit

Cubic Yard [Cubic Meter]